

# **Regulations of the "Children's Day x Diablo Chairs" contest.**

## **§ 1. Organizer of the Event**

1 The organizer of the event (hereinafter referred to as "Event") and the founder of the prizes is Domator24 Sp. Z o.o., 8 Dekoracyjna Street, 65-155 Zielona Góra (hereinafter referred to as "Organizer" or "Founder"). The event includes the conduct of a contest (hereinafter referred to as the "Contest") via the official Diablo Chairs account on Instagram.

(2) The Contest is not affiliated in any way with the aforementioned social networks, nor with other social networks, nor with the entities that own the rights to these networks, and therefore any claims related to the Contest should be directed to the Organizer.

(3) The Organizer and Participants are obliged to comply with all regulations of the social networks used in connection with the organization and participation in the Contest. Violation of these regulations by the Participant may constitute a violation of the terms of participation in the Contest.

(4) The Contest is not a game of chance, fantasy lottery, pari-mutuel betting, promotional lottery, a game whose result depends on chance, or any other form provided for in the Law of November 19, 2009 on gambling.

## **§ 2. Duration of the Event**

(1) The Event will last from 26.05.2023 (12:00 p.m.) to 31.05.2023 (11:59 p.m.). This means that only those Participants who meet the conditions of participation described below during this period will take part in the Contest.

(2) The Contest will be announced on the official Diablo Chairs Instagram account.

3. the Contest consists in providing an answer to the contest question, in a comment under the post announcing the contest, subject to the subsequent evaluation of the jury, which will select the winner of the contest.

4 The answer must be provided under the contest post.

## **§ 3. The Contest Committee**

(1) In order to ensure the proper organization and conduct of the Contest, and in particular to assess the correctness of the Contest entries and to select the winners of the Contest.

(2) The Organizer has appointed a Contest Committee (hereinafter referred to as the "Committee"). The Commission consists of three persons: 3 employees from the Organizer's Marketing Department.

#### **§ 4. Conditions of participation in the Contest**

The Competition is open to natural persons residing in the territory of the European Union. If a minor participates in the Contest, he/she should have a written consent of his/her legal guardian to participate in the Contest. In case of winning, the consent should be given to the Organizer. The consent form is attached as an appendix to these Regulations.

(2) Participation in the Contest and related data sharing is completely voluntary. The person who entered the Contest (hereinafter referred to as "Participant") is bound by the terms of the Regulations.

(3) Joining the Contest takes place by completing the Contest task and sending it in a comment in the place provided by the Organizer in accordance with § 2

(4) Employees, members of the authorities and representatives of the Organizer, as well as persons cooperating with the Organizer on a basis other than employment relationship, and members of their immediate families, i.e. ascendants, descendants, siblings, spouses, parents of spouses and persons in an adoption relationship with them, cannot participate in the Contest.

#### **§ 5. Rules and course of the competition**

(1) The contest will be announced on Diablo Chairs' Instagram and Facebook.

(2) In order to participate in the Contest, the Participant is required to:

1) Provide an answer to the question in the form of a comment under the contest post.

2) The Organizer allows the possible forms of the Contest work:

a) text

3) The work should contain as little as possible personal data of the person referred to in point 1. If the Contest work will contain personal data allowing the identification of such person, the work will win - the Organizer will animate such data before its publication.

(3) Entrants' works that violate copyright, constitute other violations of applicable laws, contain vulgarities or content generally considered inappropriate will be disqualified by the Commission during the verification of entries, before the selection of the winner.

(4) After the end of the Contest, the Commission will evaluate the submitted Contest Works, taking into account, in particular, the originality, creativity and aesthetics of the work. Based on

this evaluation, the Commission will select the Winner. The results will be presented no later than 01.06.2023 at 23:59 on Instagram under the Contest post.

## **§ 6. Prizes**

(1) The prize for the Winner will be the Participant's choice of three possible Diablo Chairs, model X-one in White-Black, Aqua Blue and Candy Rose, in Kids Size. An additional cash prize will be added to the value of the Prize in an amount equivalent to the flat-rate personal income tax for winning the Contest, in an amount equal to 11.11% of the value of the Prize. The Winner agrees that the amount of the additional cash prize shall not be paid to him/her, but shall be used to pay the tax due for winning the Prize in the Contest.

(2) The Organizer, as the payer of the lump-sum personal income tax, shall calculate, collect and remit to the appropriate Tax Office the lump-sum income tax due for the Prize won, before releasing the Prize to the Winner.

(3) The transfer of the Prize referred to in paragraph 1 will be made via the Polish Post or Courier; the release of the prizes to the Polish Post or Courier will take place within 14 days from the announcement of the results by the Organizer.

(4) The Organizer shall have the right to verify the Winner's personal data at the time of issuing the Prize in order to identify the awarded person, as well as to confirm his/her age, and in the case of a minor, the right to verify the consent of the minor participant's legal guardian to participate in the contest. Before the Prize is issued, the winner may be required to show the relevant document.

## **§ 7. Rights and obligations of the Organizer**

The Organizer reserves the right to exclude from the Contest or deprive of the right to the Prize Participants whose actions are contrary to the law, good morals or these Rules, in particular if claims of third parties have been filed against their Contest Work, in particular with respect to dissemination of the image of the person recorded in the Contest Work or copyright infringement. Decisions in this regard shall be made by the Contest Committee.

## **§ 8. Intellectual Property Rights to Competition Works**

(1) By taking part in the Contest, the Entrant simultaneously declares that he is the creator of the Contest Work, within the meaning of the Act of February 4, 1994 on Copyright and Related Rights (i.e. Journal of Laws of 2017, item 880, as amended, hereinafter, "the Act"), and that he is entitled to full copyrights to the Contest Work, together with possible permissions to distribute the images of the Entrant and third parties recorded on the submitted Contest Work.

(2) Upon issuance of the Prize, the Organizer acquires full, including author's economic rights and subsidiary rights to the Contest Work of the Winner, constituting the work, in all fields of exploitation known at the time of issuance of the Prize to the Winner, including those listed in Article 50 of the Act, without any territorial or quantitative limitations, which in particular includes the following fields of exploitation:

(a) in terms of recording and reproduction of the work and its compilations - production by any technique, including printing, reprografication, magnetic recording and digital technique,

b) within the scope of circulation of originals of the work and its elaborations or copies on which the work was fixed - marketing, lending or leasing of the original or copies,

c) use in all forms of communication, promotion or advertising, in particular as advertising or promotional material, as an element of advertising or promotional materials such as press advertisements, advertising through social networking sites (e.g. facebook, instagram), outdoor advertising, advertising films, dissemination on the Internet,

d) The winners authorize the Organizer to exercise its personal author's rights to anonymously distribute the awarded Contest Work, to decide on its first public release and to supervise the use of the Contest Work,

e) The Organizer acquires the right to exercise derivative rights to the Works and to permit others to exercise derivative rights to the Works.

f) The Participant hereby consents in perpetuity and irrevocably to the infringement of the integrity of the content and form of the Works and their free use by the Organizer.

(3) The Participant declares that he/she is aware of the purpose specified in the Regulations for which the Contest Works will be used, and that he/she consents to such use of the Contest Works by the Organizer. If necessary, the Winner shall, at the request of the Organizer, sign appropriate statements or agreements confirming

a) the transfer of copyrights to the awarded Competition Works, or

b) the possibility of using the image of the final persons recorded on the Contest Work.

(4) The Entrant shall be fully liable to the Organizer in the event that any third parties make claims or hold the Organizer liable in connection with the Organizer's use of the Contest Works to which the Entrant has acquired rights under the Regulations.

(5) Since the result of participation in the Contest may be the awarding of the Prize to the Participant under the terms described in the Regulations, no additional remuneration is due for the transfer of rights.

## **§ 9. Processing of personal data**

(1) By applying for participation in the Contest, the Entrant, who is a physical person, agrees to the processing of the personal data provided by him by the Organizer.

(2) Providing the data referred to in paragraph 1 is voluntary, but necessary to participate in the Contest.

(3) In order to receive the Prize: the data required to send the prize (first name, surname, address), the data necessary to verify the age of majority (date of birth in the case of a minor, the data of the legal guardian and a scan of the statement signed by this guardian, which is an attachment to these Regulations. In addition, in order to facilitate contact, the awarded person is obliged to provide a telephone number, and in the case of a minor, also the telephone number of the legal guardian who signed the statement.

(4) The Organizer, as the administrator of personal data, informs that it is the administrator of the Participant's personal data within the meaning of RODO, and the Participant's personal data will be processed:

(a) for the purposes related to the organization and conduct of the Contest, pursuant to Article 6(1)(a) of the RODO;

b) for the purpose of exercising the copyrights indicated in § 8 above, on the basis of Article 6(1)(b) and (f) of the RODO;

(c) in order to handle claims on the basis of Article 6(1)(f) of the RODO. c.

The personal data of Contest Participants will be processed by the Organizer for the time necessary to realize the purposes for which they were obtained, i.e. Participants' data until the end and settlement of the Contest and for the period of expiration of potential claims of the Participants, related to the Contest, Winner's data until the expiration of their claims, if any, and for the purposes of reporting required by law; recognition of complaints for the period of expiration of potential claims of the person submitting the complaint; realization of author's rights indicated in § 8 for the period of possession of such rights.

(6) Contest Participants have the right to request access to their personal data, rectification, deletion or restriction of processing of such data, and the right to object to processing, as well as the right to data portability, to the extent provided by law.

(7) Participants of the Contest have the right to withdraw their consent to the processing of their personal data at any time, which, however, does not affect the legality of the processing carried out on the basis of the consent given before its withdrawal - for this purpose, Contest Participants send the relevant information to the address: Organizer.

(8) Participants of the Competition have the right to file a complaint to the supervisory authority - the President of the Office for Personal Data Protection.

(9) Decisions regarding the course of the Contest will not be made in an automated manner and will not be subject to profiling.

(10) Recipients of personal data may be: employees or associates of the Organizer, as well as entities providing postal, courier, banking, consulting, financial, accounting, tax, auditing, legal services or providing hosting services or services related to IT systems and software to the Organizer or Co-Organizer of the Contest.

## **§ 11. Final Provisions**

- (1) Any information about the Contest contained in any promotional and advertising materials is for auxiliary purposes only. Binding information are the provisions of these Regulations.
- (2) The Regulations are available for the duration of the Contest at the link provided and at the seat of the Organizer.
- (3) Any information about the Contest can be obtained by contacting the Organizer at the e-mail address [marketing@diablochairs.com](mailto:marketing@diablochairs.com), or through the Organizer's fanpage within Facebook and Instagram.

## Appendix

DECLARATION (to be filled in if the participant of the Contest is a minor)

I hereby agree that my child ....., whose parent/legal guardian I am, may participate in the Contest within the "Children's Day x Diablo Chairs" Event, whose Organizer is Domator24 Sp. Z.o.o., 8 Dekoracyjna Street, 65-155 Zielona Góra.

I declare that I accept the rules and regulations of the Event, and furthermore:

- 1) I declare that my child is the only author of the Contest work,
- 2) the work submitted to the Contest does not violate the law, in particular the personal rights of third parties,
- 3) I agree to all recording and reproduction and other commercial dissemination and public access to the work submitted to the Contest,
- 4) I consent to the processing and sharing of my child's personal data in accordance with the provisions of RODO in the manner described in the Regulations,
- 5) I consent to the processing and sharing of my personal data in accordance with the provisions of RODO in the manner described in the Regulations (the provisions for Contest Participants apply accordingly).

.....

Signature